

EXHIBIT A

STRAFFI & STRAFFI, LLC

670 Commons Way
Toms River, NJ 08755
(732) 341-3800
(732) 341-3548 (fax)
bkclient@straffilaw.com
Attorney for Plaintiff(s)
Attorney ID: 031122001

SCOTT J. FREEDMAN, STATUTORY
RECEIVER OF DPC NEW YORK, INC., D.P.
CONSULTING CORP., DP CONSTRUCTION
CORP.

Plaintiff

vs.

JP MORGAN CHASE BANK, NA AND WELLS
FARGO BANK, NA.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY
DOCKET NO. L-1676-21

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

Dated: March 19, 2021

/s/ Michelle M. Smith
Clerk of the Superior Court

Name of Defendant to Be Served: Wells Fargo Bank, NA

Address of Defendant to Be Served: 101 North Phillips Avenue, Sioux Falls, SD 57104

STRAFFI & STRAFFI LLC

Daniel Straffi, Jr., Esquire (#031122001)

670 Commons Way

Suite I

Toms River, New Jersey 08755

Telephone: (732) 341-3800

Email: bkclient@straffilaw.com

Conflicts Counsel to Scott J. Freedman, Statutory Receiver

SCOTT. J. FREEDMAN, STATUTORY
RECEIVER OF DPC NEW YORK, INC., D.P.
CONSULTING CORP., DP CONSTRUCTION
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Plaintiff,

v.

JP MORGAN CHASE BANK, N.A. AND
WELLS FARGO BANK, N.A.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION:
MIDDLESEX COUNTY

DOCKET NO.

Civil Action

COMPLAINT

Scott J. Freedman, Statutory Receiver (the “Receiver” or the “Plaintiff”) for the receivership estate (the “Estate”) of DPC New York, Inc. (“DPCNY”), D.P. Consulting Corp. and DP Construction Corp. (collectively, the “DPC Entities”), by way of complaint against JP Morgan Chase Bank, N.A. (“Chase”) and Wells Fargo Bank, N.A. (“Wells Fargo”), alleges as follows:

PARTIES

1. The Plaintiff is the Statutory Receiver for the DPC Entities, having been duly appointed by an April 24, 2020 *Order Appointing Statutory Receiver Pursuant to N.J.S.A. 14A:14-et seq.* (the “Appointment Order”) entered in the matter captioned *Provident Bank, N.A. v. DPC New York, Inc., et al.* in the Superior Court of New Jersey, Middlesex County, docket number MID-L-5741-19 (the “Provident Bank Action”). The Provident Bank Action is still pending for, among other things, judicial oversight and administration of the Estate.

2. The Receiver maintains his office c/o Dilworth Paxson LLP, 457 Haddonfield Road, Suite 700, Cherry Hill, New Jersey 08002.

3. Pursuant to N.J.S.A. 14A:14, *et seq.* (the “Receivership Statute”), the effective date of the Estate is November 12, 2019 (the “Appointment Date”).

4. Pursuant to the Appointment Order and the Receivership Statute, the Plaintiff has the responsibility of marshalling, liquidating and distributing proceeds from all assets, and the duty and the authority to investigate and pursue all claims and causes of action on behalf, of the Estate.

5. Defendant, JP Morgan Chase Bank, N.A. is a national banking association organized under the laws of the United States, has a main office at 1111 Polaris Parkway, Columbus, Ohio 43240, and is qualified to do business in New Jersey.

6. Defendant, Wells Fargo Bank, N.A. is a national banking association organized under the laws of the United States, has a main office at 101 North Phillips Avenue, Sioux Falls, South Dakota 57104, and is qualified to do business in New Jersey.

FACTUAL ALLEGATIONS

7. DPCNY was a contractor that provided exterior restoration, roofing and other construction-related services for projects located in New York and New Jersey. DPCNY often functioned as a general contractor and sub-contracted some or all of the project work to other entities.

8. DPCNY was owned, and its business operations and finances were managed directed, and controlled, by Thomas V. Pepe, Sr. (“Pepe”).

9. Pepe was the president and sole shareholder of DPC.

10. Pepe and/or his wife, Katherine Maurer were also, during all relevant periods, the owner and principals of other business entities including Green Acres of Wantage, LLC (collectively, the “**Other Entities**”).

11. During all relevant time periods prior to the Appointment Date, DPCNY owned few assets, the aggregate value of which, based on a fair valuation, was less than the amount of its liabilities.

12. During all relevant periods prior to the Appointment Date, DPCNY was unable to pay obligations as they became due, unable to borrow money from traditional lenders and was otherwise insolvent.

13. Despite DPCNY’s insolvency and limited resources, Pepe engaged in a pattern of conduct by which he directed, allowed or caused DPCNY to make payments to various third parties with respect to his own, his wife’s and/or the Other Entities’ debts, obligations and expenses to the exclusion and detriment of DPCNY and its creditors.

14. During the four-year period before and ending on the Appointment Date (the “**4-Year Period**”), DPCNY made various transfers in the form of payments in the aggregate amount of \$1,895,592.19 (collectively, the “**Chase Transfers**”) to Chase on account of charges incurred with respect to credit cards issued by Chase to Pepe, the Other Entities or other third parties.

15. The Chase Transfers were made by check, wire transfer or otherwise from a DPCNY bank account and are detailed on the schedule attached hereto as **Exhibit “A”** and incorporated herein by reference.

16. During the 4-Year Period, DPCNY made various transfers in the form of payments in the aggregate amount of \$236,388.81 (collectively, the “Wells Fargo Transfers” and together, with the Chase Transfers, the “Transfers”) to Wells Fargo on account of charges incurred with respect to credit cards issued by Wells Fargo to Pepe, the Other Entities or other third parties.

17. The Wells Fargo Transfers were made by check, wire transfer or otherwise from a DPCNY bank account and are detailed on the schedule attached hereto as **Exhibit “B”** and incorporated herein by reference.

18. Many if not all of the Transfers were made on account of expenses incurred and/or owed by Pepe, his wife, the Other Entities or other third parties, and not DPCNY.

COUNT ONE

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS

(N.J.S.A. §§ 25:2-25(a) and 25:2-26)

(Against Chase)

19. The Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs 1 through 19 as if fully set forth herein.

20. DPCNY made the Chase Transfers without receiving any, or reasonably equivalent, value in exchange therefor.

21. The Chase Transfers were made with the actual intent to hinder, delay and defraud any of DPCNY’s then existing and future creditors pursuant to N.J.S.A. §§ 25:2-25(a) and 25:2-26 in that, *inter alia*: (i) such transfers were made for the benefit of an insider and/or for little or no consideration; and (ii) DPCNY concealed such transfers from its creditors and/or was or became insolvent shortly after such transfers were made.

22. On the dates the Chase Transfers were made, DPCNY was engaged or about to engage in a business or a transaction for which its remaining assets were unreasonably small in relation or intended to, or believed or should have believed that it would, incur debts beyond its ability to pay as they became due.

23. DPCNY was insolvent within the meaning of N.J.S.A. § 25:2-23 on the dates the Chase Transfers were made or became insolvent as a result of making such transfers.

24. The Chase Transfers were made by DPCNY within four years of the Appointment Date.

25. The Chase Transfers are fraudulent as to all then existing and future creditors within the meaning of N.J.S.A. § 25:2-25(a).

26. The Plaintiff may recover the value of the Chase Transfers from Chase pursuant to N.J.S.A. §§ 25:2-2, *et seq.*

WHEREFORE, the Plaintiff respectfully requests the entry of a judgment against Chase: (i) avoiding the Chase Transfers pursuant to N.J.S.A. §§ 25:2-25(a) and 25:2-26; (ii) awarding compensatory damages to the Estate comprised of the full amount of the Chase Transfers, pre- and post-judgment interest and all other damages to be determined at trial, and costs of suit and reasonable attorneys' fees; and (iii) granting such other relief deemed equitable and just.

COUNT TWO

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS (N.J.S.A. §§ 25:2-25(b) and 25:2-27(a)) (Against Chase)

27. The Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs 1 through 26 as if fully set forth herein.

28. DPCNY made the Chase Transfers without receiving any, or reasonably equivalent, value in exchange therefor.

29. On the dates the Chase Transfers were made, DPCNY was engaged or about to engage in a business or a transaction for which its remaining assets were unreasonably small in relation or intended to, or believed or should have believed that it would, incur debts beyond its ability to pay as they became due.

30. DPCNY was insolvent within the meaning of N.J.S.A. § 25:2-23 on the dates the Chase Transfers were made or became insolvent as a result of making such transfers.

31. The Chase Transfers were made within four years of the Appointment Date.

32. The Chase Transfers are fraudulent as to all then-existing and future creditors within the meaning of N.J.S.A. § 25:2-25(b).

33. The Chase Transfers are fraudulent as to all creditors whose claims arose before such transfers were made within the meaning of N.J.S.A. § 25:2-27(a).

34. The Plaintiff may recover the value of the Chase Transfers from Chase pursuant to N.J.S.A. §§ 25:2-2, et seq.

WHEREFORE, the Plaintiff respectfully requests the entry of a judgment against Chase: (i) avoiding the Chase Transfers pursuant to N.J.S.A. §§ 25:2-25(b) and 25:2-27(a); (ii) awarding compensatory damages to the Estate comprised of the full amount of the Chase Transfers, pre- and post-judgment interest and all other damages to be determined at trial, and costs of suit and reasonable attorneys' fees; and (iii) granting such other relief deemed equitable and just.

COUNT THREE

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS

(N.J.S.A. §§ 25:2-25(a) and 25-2-26)

(Against Wells Fargo)

35. The Plaintiff realleges and incorporates by reference the allegations set forth in the preceding paragraphs 1 through 34 as if fully set forth herein.

36. DPCNY made the Wells Fargo Transfers without receiving any, or reasonably equivalent, value in exchange therefor.

37. The Wells Fargo Transfers were made with the actual intent to hinder, delay and defraud any of DPCNY's then existing and future creditors pursuant to N.J.S.A. §§ 25:2-25(a) and 25:2-26 in that, *inter alia*: (i) such transfers were made for the benefit of an insider and/or for little or no consideration; and (ii) DPCNY concealed such transfers from its creditors and/or was or became insolvent shortly after such transfers were made.

38. On the dates the Wells Fargo Transfers were made, DPCNY was engaged or about to engage in a business or a transaction for which its remaining assets were unreasonably small in relation or intended to, or believed or should have believed that it would, incur debts beyond its ability to pay as they became due.

39. DPCNY was insolvent within the meaning of N.J.S.A. § 25:2-23 on the dates the Wells Fargo Transfers were made or became insolvent as a result of making such transfers.

40. The Wells Fargo Transfers were made by DPCNY within four years of the Appointment Date.

41. The Wells Fargo Transfers are fraudulent as to all then existing and future creditors within the meaning of N.J.S.A. § 25:2-25(a).

42. The Plaintiff may recover the value of the Wells Fargo Transfers from Wells Fargo pursuant to N.J.S.A. §§ 25:2-2, *et seq.*

WHEREFORE, the Plaintiff respectfully requests the entry of a judgment against Wells Fargo: (i) avoiding the Wells Fargo Transfers pursuant to N.J.S.A. §§ 25:2-25(a) and 25:2-26; (ii) awarding compensatory damages to the Estate comprised of the full amount of the Wells Fargo Transfers, pre- and post-judgment interest and all other damages to be determined at trial, and costs of suit and reasonable attorneys' fees; and (iii) granting such other relief deemed equitable and just.

COUNT FOUR

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS

(N.J.S.A. §§ 25:2-25(b) and 25:2-27(a))

(Against Wells Fargo)

43. The Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs 1 through 43 as if fully set forth herein.

44. DPCNY made the Wells Fargo Transfers without receiving any, or reasonably equivalent, value in exchange therefor.

45. On the dates the Wells Fargo Transfers were made, DPCNY was engaged or about to engage in a business or a transaction for which its remaining assets were unreasonably small in relation or intended to, or believed or should have believed that it would, incur debts beyond its ability to pay as they became due.

46. DPCNY was insolvent within the meaning of N.J.S.A. § 25:2-23 on the date the Wells Fargo Transfers were made or became insolvent as a result of making such transfers.

47. The Wells Fargo Transfers were made within four years of the Appointment Date.

48. The Wells Fargo Transfers are fraudulent as to all then-existing and future creditors within the meaning of N.J.S.A. § 25:2-25(b).

49. The Wells Fargo Transfers are fraudulent as to all creditors whose claims arose before such transfers were made within the meaning of N.J.S.A. § 25:2-27(a).

50. The Plaintiff may recover the value of the Wells Fargo Transfers from Wells Fargo pursuant to N.J.S.A. §§ 25:2-2, *et seq.*

WHEREFORE, the Plaintiff respectfully requests the entry of a judgment against Wells Fargo: (i) avoiding the Wells Fargo Transfers pursuant to N.J.S.A. §§ 25:2-25(b) and 25:2-27(a); (ii) awarding compensatory damages to the Estate comprised of the full amount of the Wells Fargo Transfers, pre- and post-judgment interest and all other damages to be determined at trial, and costs of suit and reasonable attorneys' fees; and (iii) granting such other relief deemed equitable and just.

Dated: March 16, 2021

STRAFFI & STRAFFI LLC

By: /s/ 
Daniel Straffi, Jr.

*Conflicts Counsel to Scott J. Freedman,
Statutory Receiver for DPC New York, Inc.,
D.P. Consulting Corp. and DP Construction
Corp.*

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, the Court is advised that Daniel Straffi, Jr. is hereby designated as trial counsel for the Plaintiff in this action.

Dated: March 18, 2021

STRAFFI & STRAFFI LLC

By: /s/
Daniel Straffi, Jr.

*Conflicts Counsel to Scott J. Freedman,
Statutory Receiver for DPC New York, Inc.,
D.P. Consulting Corp. and DP Construction
Corp.*

CERTIFICATION REGARDING OTHER PROCEEDINGS AND PARTIES

Undersigned counsel hereby certifies, in accordance with R. 4:5-1(b)(2) that, to my present knowledge, the matters in controversy in this Complaint are not the subject of any other proceeding or contemplated action in any court or arbitration proceeding, and no other non-party who should be joined in this action pursuant to R. 4:28 or is subject to joinder pursuant to R. 4:29-1 is known to the Plaintiff at this time. If any such non-party later becomes known to the Plaintiff, however, an amended certification shall be filed and served on all parties and with this Court in accordance with R. 4:5-1(b)(2).

Dated: March 16, 2021

STRAFFI & STRAFFI LLC

By: /s/
Daniel Straffi, Jr.

*Conflicts Counsel to Scott J. Freedman,
Statutory Receiver for DPC New York, Inc.,
D.P. Consulting Corp. and DP Construction
Corp.*

CERTIFICATION PURSUANT TO RULE 1:38-7

Pursuant to Rule 1:38-7(b), I hereby certify that confidential personal identifiers have been redacted or removed from documents being submitted to the Court and will be redacted from all documents submitted in the future.

Dated: March 16, 2021

STRAFFI & STRAFFI LLC

By: /s/

Daniel Straffi, Jr.

*Conflicts Counsel to Scott J. Freedman,
Statutory Receiver for DPC New York, Inc.,
D.P. Consulting Corp. and DP Construction
Corp.*

Exhibit "A": Transfers to JPMorgan Chase, N.A. (November 12, 2015 to November 12, 2019)				
Payment Date	Entity	ACH/Check No.	Account No.	Amount
11/16/2015	DPC New York, Inc.	24475	PB x1794	\$2,189.29
12/5/2015	DPC New York, Inc.	25115	PB x1794	\$9,700.45
1/5/2016	DPC New York, Inc.	25248	PB x1794	\$36.61
1/5/2016	DPC New York, Inc.	25249	PB x1794	\$306.00
1/5/2016	DPC New York, Inc.	25252	PB x1794	\$1,333.92
1/5/2016	DPC New York, Inc.	25255	PB x1794	\$5,000.00
2/4/2016	DPC New York, Inc.	25390	PB x1794	\$10,000.00
2/11/2016	DPC New York, Inc.	25420	PB x1794	\$15,000.00
2/12/2016	DPC New York, Inc.	25427	PB x1794	\$626.61
3/4/2016	DPC New York, Inc.	25552	PB x1794	\$11,226.98
3/11/2016	DPC New York, Inc.	25602	PB x1794	\$1,000.00
3/23/2016	DPC New York, Inc.	25649	PB x1794	\$2,000.00
4/1/2016	DPC New York, Inc.	25700	PB x1794	\$42.05
4/12/2016	DPC New York, Inc.	25731	PB x1794	\$21,395.11
4/13/2016	DPC New York, Inc.	25741	PB x1794	\$12,000.00
4/13/2016	DPC New York, Inc.	25742	PB x1794	\$3,889.03
4/27/2016	DPC New York, Inc.	25809	PB x1794	\$10,000.00
5/16/2016	DPC New York, Inc.	25921	PB x1794	\$1,546.56
5/24/2016	DPC New York, Inc.	25962	PB x1794	\$3,292.24
6/7/2016	DPC New York, Inc.	26022	PB x1794	\$2,400.00
6/7/2016	DPC New York, Inc.	26023	PB x1794	\$10,000.00
6/7/2016	DPC New York, Inc.	26033	PB x1794	\$2,305.60
6/29/2016	DPC New York, Inc.	26202	PB x1794	\$25,000.00
7/5/2016	DPC New York, Inc.	26210	PB x1794	\$18,927.14
7/8/2016	DPC New York, Inc.	26264	PB x1794	\$16,445.62
7/8/2016	DPC New York, Inc.	26265	PB x1794	\$4,752.76
7/16/2016	DPC New York, Inc.	26293	PB x1794	\$2,264.92
7/19/2016	DPC New York, Inc.	26302	PB x1794	\$25,000.00
8/4/2016	DPC New York, Inc.	26414	PB x1794	\$1,000.00
8/10/2016	DPC New York, Inc.	26452	PB x1794	\$7,500.00
8/16/2016	DPC New York, Inc.	26481	PB x1794	\$1,524.41
8/16/2016	DPC New York, Inc.	26501	PB x1794	\$12,729.86
8/22/2016	DPC New York, Inc.	26515	PB x1794	\$801.38
9/2/2016	DPC New York, Inc.	26566	PB x1794	\$977.00
9/9/2016	DPC New York, Inc.	26594	PB x1794	\$386.00
9/15/2016	DPC New York, Inc.	26639	PB x1794	\$1,785.30
9/16/2016	DPC New York, Inc.	26656	PB x1794	\$8,303.13
9/22/2016	DPC New York, Inc.	26708	PB x1794	\$20,000.00
9/22/2016	DPC New York, Inc.	26709	PB x1794	\$14,871.61
10/4/2016	DPC New York, Inc.	26759	PB x1794	\$5,000.00
10/10/2016	DPC New York, Inc.	26786	PB x1794	\$5,000.00
10/13/2016	DPC New York, Inc.	26798	PB x1794	\$2,319.84
10/20/2016	DPC New York, Inc.	26827	PB x1794	\$960.78

Exhibit "A": Transfers to JPMorgan Chase, N.A. (November 12, 2015 to November 12, 2019)				
Payment Date	Entity	ACH/Check No.	Account No.	Amount
11/4/2016	DPC New York, Inc.	26885	PB x1794	\$969.00
11/10/2016	DPC New York, Inc.	26918	PB x1794	\$23,001.63
11/11/2016	DPC New York, Inc.	26924	PB x1794	\$1,000.00
11/15/2016	DPC New York, Inc.	26963	PB x1794	\$205.56
11/22/2016	DPC New York, Inc.	26992	PB x1794	\$955.93
12/5/2016	DPC New York, Inc.	27521	PB x1794	\$1,000.00
12/8/2016	DPC New York, Inc.	27541	PB x1794	\$10,000.00
12/13/2016	DPC New York, Inc.	27558	PB x1794	\$7,463.18
12/15/2016	DPC New York, Inc.	27581	PB x1794	\$9,779.34
12/22/2016	DPC New York, Inc.	27616	PB x1794	\$3,721.53
1/5/2017	DPC New York, Inc.	27659	PB x1794	\$5,000.00
1/10/2017	DPC New York, Inc.	27683	PB x1794	\$7,000.00
1/12/2017	DPC New York, Inc.	27687	PB x1794	\$17,120.82
1/19/2017	DPC New York, Inc.	27724	PB x1794	\$1,000.00
1/19/2017	DPC New York, Inc.	27726	PB x1794	\$500.00
2/3/2017	DPC New York, Inc.	27803	PB x1794	\$5,000.00
2/7/2017	DPC New York, Inc.	27820	PB x1794	\$24,957.70
2/8/2017	DPC New York, Inc.	27830	PB x1794	\$7,000.00
2/16/2017	DPC New York, Inc.	27857	PB x1794	\$5,000.00
2/20/2017	DPC New York, Inc.	ACH	PB x1794	\$2,500.00
2/23/2017	DPC New York, Inc.	27889	PB x1794	\$3,705.24
3/2/2017	DPC New York, Inc.	27924	PB x1794	\$870.00
3/7/2017	DPC New York, Inc.	27937	PB x1794	\$24,904.08
3/9/2017	DPC New York, Inc.	27947	PB x1794	\$5,000.00
3/16/2017	DPC New York, Inc.	27965	PB x1794	\$1,218.09
3/20/2017	DPC New York, Inc.	27996	PB x1794	\$1,226.44
3/28/2017	DPC New York, Inc.	27040	PB x1794	\$26,991.30
4/4/2017	DPC New York, Inc.	27060	PB x1794	\$5,000.00
4/10/2017	DPC New York, Inc.	27107	PB x1794	\$500.00
4/13/2017	DPC New York, Inc.	27135	PB x1794	\$0.00
4/18/2017	DPC New York, Inc.	27126	PB x1794	\$27,733.68
4/20/2017	DPC New York, Inc.	27136	PB x1794	\$1,000.00
4/25/2017	DPC New York, Inc.	27069	PB x1794	\$6,500.00
4/25/2017	DPC New York, Inc.	27070	PB x1794	\$5,000.00
4/25/2017	DPC New York, Inc.	27161	PB x1794	\$6,500.00
5/18/2017	DPC New York, Inc.	27251	PB x1794	\$2,500.00
5/18/2017	DPC New York, Inc.	27266	PB x1794	\$26,643.47
5/18/2017	DPC New York, Inc.	27267	PB x1794	\$3,159.89
5/23/2017	DPC New York, Inc.	27270	PB x1794	\$5,261.79
6/9/2017	DPC New York, Inc.	27365	PB x1794	\$5,000.00
6/9/2017	DPC New York, Inc.	27371	PB x1794	\$15,000.00
6/15/2017	DPC New York, Inc.	27451	PB x1794	\$7,548.22

Exhibit "A": Transfers to JPMorgan Chase, N.A. (November 12, 2015 to November 12, 2019)				
Payment Date	Entity	ACH/Check No.	Account No.	Amount
7/3/2017	DPC New York, Inc.	27466	PB x1794	\$5,000.00
7/3/2017	DPC New York, Inc.	28094	PB x1794	\$4,000.00
7/6/2017	DPC New York, Inc.	28095	PB x1794	\$28,184.84
7/11/2017	DPC New York, Inc.	28157	PB x1794	\$3,000.00
7/18/2017	DPC New York, Inc.	ACH	PB x1794	\$2,500.00
7/21/2017	DPC New York, Inc.	28202	PB x1794	\$3,309.54
7/27/2017	DPC New York, Inc.	28221	PB x1794	\$17,879.39
8/4/2017	DPC New York, Inc.	28230	PB x1794	\$5,000.00
8/10/2017	DPC New York, Inc.	28271	PB x1794	\$5,000.00
8/15/2017	DPC New York, Inc.	28300	PB x1794	\$4,154.72
8/22/2017	DPC New York, Inc.	28311	PB x1794	\$3,063.24
8/24/2017	DPC New York, Inc.	28339	PB x1794	\$11,099.54
9/7/2017	DPC New York, Inc.	28428	PB x1794	\$5,000.00
9/11/2017	DPC New York, Inc.	28433	PB x1794	\$5,000.00
9/14/2017	DPC New York, Inc.	28477	PB x1794	\$1,647.80
9/21/2017	DPC New York, Inc.	28541	PB x1794	\$3,553.86
9/25/2017	DPC New York, Inc.	28565	PB x1794	\$22,735.86
9/25/2017	DPC New York, Inc.	28566	PB x1794	\$4,300.00
10/5/2017	DPC New York, Inc.	28649	PB x1794	\$2,000.00
10/10/2017	DPC New York, Inc.	28678	PB x1794	\$10,000.00
10/16/2017	DPC New York, Inc.	28725	PB x1794	\$1,405.01
10/18/2017	DPC New York, Inc.	28780	PB x1794	\$10,000.00
10/23/2017	DPC New York, Inc.	28790	PB x1794	\$3,011.03
10/23/2017	DPC New York, Inc.	28823	PB x1794	\$8,952.90
10/24/2017	DPC New York, Inc.	28765	PB x1794	\$5,000.00
10/24/2017	DPC New York, Inc.	28766	PB x1794	\$1,840.48
11/2/2017	DPC New York, Inc.	28879	PB x1794	\$33,144.36
11/2/2017	DPC New York, Inc.	28885	PB x1794	\$10,000.00
11/6/2017	DPC New York, Inc.	28888	PB x1794	\$13,434.31
11/16/2017	DPC New York, Inc.	28944	PB x1794	\$3,000.00
11/22/2017	DPC New York, Inc.	29009	PB x1794	\$10,945.00
12/5/2017	DPC New York, Inc.	29071	PB x1794	\$5,000.00
12/5/2017	DPC New York, Inc.	29072	PB x1794	\$5,000.00
12/5/2017	DPC New York, Inc.	29089	PB x1794	\$6,000.00
12/7/2017	DPC New York, Inc.	29128	PB x1794	\$29,078.95
12/14/2017	DPC New York, Inc.	29187	PB x1794	\$1,512.82
1/4/2018	DPC New York, Inc.	29278	PB x1794	\$1,000.00
1/8/2018	DPC New York, Inc.	29276	PB x1794	\$1,185.00
1/10/2018	DPC New York, Inc.	29293	PB x1794	\$32,692.73
1/12/2018	DPC New York, Inc.	29308	PB x1794	\$5,000.00
1/17/2018	DPC New York, Inc.	29319	PB x1794	\$3,000.00
1/24/2018	DPC New York, Inc.	29387	PB x1794	\$2,259.08

Exhibit "A": Transfers to JPMorgan Chase, N.A. (November 12, 2015 to November 12, 2019)				
<u>Payment Date</u>	<u>Entity</u>	<u>ACH/Check No.</u>	<u>Account No.</u>	<u>Amount</u>
1/31/2018	DPC New York, Inc.	29423	PB x1794	\$5,000.00
1/31/2018	DPC New York, Inc.	29424	PB x1794	\$10,000.00
2/5/2018	DPC New York, Inc.	29471	PB x1794	\$30,971.94
2/16/2018	DPC New York, Inc.	29508	PB x1794	\$3,196.45
2/23/2018	DPC New York, Inc.	29544	PB x1794	\$4,677.56
2/26/2018	DPC New York, Inc.	29572	PB x1794	\$35,338.79
3/12/2018	DPC New York, Inc.	29625	PB x1794	\$5,000.00
3/13/2018	DPC New York, Inc.	29631	PB x1794	\$38,929.92
3/14/2018	DPC New York, Inc.	29620	PB x1794	\$5,000.00
3/16/2018	DPC New York, Inc.	29685	PB x1794	\$192.56
3/26/2018	DPC New York, Inc.	29722	PB x1794	\$2,345.34
3/27/2018	DPC New York, Inc.	ACH	PB x1794	\$10,000.00
3/27/2018	DPC New York, Inc.	ACH	PB x1794	\$1,131.53
4/6/2018	DPC New York, Inc.	29799	PB x1794	\$5,000.00
4/12/2018	DPC New York, Inc.	29833	PB x1794	\$5,000.00
5/3/2018	DPC New York, Inc.	29970	PB x1794	\$6,707.54
5/4/2018	DPC New York, Inc.	29970	PB x1794	\$6,707.54
5/4/2018	DPC New York, Inc.	29981	PB x1794	\$54,658.26
5/7/2018	DPC New York, Inc.	29981	PB x1794	\$54,658.25
5/10/2018	DPC New York, Inc.	30010	PB x1794	\$5,000.00
5/18/2018	DPC New York, Inc.	30029	PB x1794	\$2,000.00
5/24/2018	DPC New York, Inc.	30052	PB x1794	\$4,363.74
5/31/2018	DPC New York, Inc.	30082	PB x1794	\$40.86
5/31/2018	DPC New York, Inc.	30083	PB x1794	\$5,000.00
6/14/2018	DPC New York, Inc.	30122	PB x1794	\$39,077.90
6/18/2018	DPC New York, Inc.	30177	PB x1794	\$2,000.00
7/6/2018	DPC New York, Inc.	30252	PB x1794	\$2,000.00
7/12/2018	DPC New York, Inc.	30281	PB x1794	\$5,000.00
7/12/2018	DPC New York, Inc.	30283	PB x1794	\$29,150.85
7/17/2018	DPC New York, Inc.	30288	PB x1794	\$2,222.94
7/24/2018	DPC New York, Inc.	30321	PB x1794	\$2,000.00
7/30/2018	DPC New York, Inc.	30346	PB x1794	\$41,911.71
8/6/2018	DPC New York, Inc.	30367	PB x1794	\$5,000.00
8/13/2018	DPC New York, Inc.	30381	PB x1794	\$5,000.00
8/20/2018	DPC New York, Inc.	30471	PB x1794	\$40.42
8/23/2018	DPC New York, Inc.	30408	PB x1794	\$3,696.41
8/23/2018	DPC New York, Inc.	30494	PB x1794	\$3,988.78
9/4/2018	DPC New York, Inc.	30427	PB x1794	\$1,090.08
9/4/2018	DPC New York, Inc.	30428	PB x1794	\$3,500.00
9/4/2018	DPC New York, Inc.	30429	PB x1794	\$2,500.00
9/6/2018	DPC New York, Inc.	30532	PB x1794	\$5,000.00
9/10/2018	DPC New York, Inc.	30565	PB x1794	\$2,959.08

Exhibit "A": Transfers to JPMorgan Chase, N.A. (November 12, 2015 to November 12, 2019)				
Payment Date	Entity	ACH/Check No.	Account No.	Amount
9/21/2018	DPC New York, Inc.	30662	PB x1794	\$41,944.55
9/26/2018	DPC New York, Inc.	30649	PB x1794	\$400.00
9/26/2018	DPC New York, Inc.	30651	PB x1794	\$1,638.93
10/3/2018	DPC New York, Inc.	30698	PB x1794	\$2,713.25
10/10/2018	DPC New York, Inc.	30735	PB x1794	\$500.00
10/17/2018	DPC New York, Inc.	30796	PB x1794	\$12,000.00
10/24/2018	DPC New York, Inc.	30845	PB x1794	\$400.90
11/6/2018	DPC New York, Inc.	30899	PB x1794	\$2,000.00
11/7/2018	DPC New York, Inc.	30894	PB x1794	\$70.88
11/13/2018	DPC New York, Inc.	30903	PB x1794	\$2,000.00
11/13/2018	DPC New York, Inc.	30969	PB x1794	\$6,914.98
11/15/2018	DPC New York, Inc.	30967	PB x1794	\$6,914.97
11/15/2018	DPC New York, Inc.	30968	PB x1794	\$6,914.97
11/16/2018	DPC New York, Inc.	30978	PB x1794	\$67,012.59
11/16/2018	DPC New York, Inc.	30986	PB x1794	\$1,159.59
11/21/2018	DPC New York, Inc.	30934	PB x1794	\$2,885.97
11/26/2018	DPC New York, Inc.	30888	PB x1794	\$7,500.00
11/27/2018	DPC New York, Inc.	40082	PB x1794	\$3,828.10
12/3/2018	DPC New York, Inc.	40084	PB x1794	\$4,000.00
12/4/2018	DPC New York, Inc.	40069	PB x1794	\$6,070.36
12/24/2018	DPC New York, Inc.	40213	PB x1794	\$53,667.52
1/7/2019	DPC New York, Inc.	40234	PB x1794	\$1,647.10
1/7/2019	DPC New York, Inc.	40295	PB x1794	\$500.00
1/30/2019	DPC New York, Inc.	40258	PB x1794	\$6,500.00
2/5/2019	DPC New York, Inc.	40412	PB x1794	\$6,500.00
2/15/2019	DPC New York, Inc.	40445	PB x1794	\$1,122.36
2/25/2019	DPC New York, Inc.	40456	PB x1794	\$1,476.92
3/4/2019	DPC New York, Inc.	40476	PB x1794	\$5,000.00
3/4/2019	DPC New York, Inc.	40481	PB x1794	\$34,489.25
3/8/2019	DPC New York, Inc.	40493	PB x1794	\$31,091.99
3/18/2019	DPC New York, Inc.	40505	PB x1794	\$1,000.00
3/20/2019	DPC New York, Inc.	40514	PB x1794	\$40,000.00
3/25/2019	DPC New York, Inc.	40524	PB x1794	\$2,388.67
3/25/2019	DPC New York, Inc.	40525	PB x1794	\$5,382.22
3/25/2019	DPC New York, Inc.	40526	PB x1794	\$5,000.00
3/29/2019	DPC New York, Inc.	40560	PB x1794	\$30,000.00
4/9/2019	DPC New York, Inc.	40529	PB x1794	\$6,972.68
5/15/2019	DPC New York, Inc.	ACH	JPMC x6308	\$1,620.72
5/16/2019	DPC New York, Inc.	ACH	JPMC x6308	\$60,000.00
5/30/2019	DPC New York, Inc.	104	JPMC x6308	\$2,000.00
5/30/2019	DPC New York, Inc.	105	JPMC x6308	\$605.91
6/6/2019	DPC New York, Inc.	109	JPMC x6308	\$4,057.10

Exhibit "A": Transfers to JPMorgan Chase, N.A. (November 12, 2015 to November 12, 2019)				
<u>Payment Date</u>	<u>Entity</u>	<u>ACH/Check No.</u>	<u>Account No.</u>	<u>Amount</u>
6/22/2019	DPC New York, Inc.	164	JPMC x6308	\$5,000.00
7/1/2019	DPC New York, Inc.	154	JPMC x6308	\$223.71
7/10/2019	DPC New York, Inc.	155	JPMC x6308	\$1,250.00
Total:				\$1,895,592.19

Exhibit "B": Transfers to Wells Fargo Bank, N.A. (November 12, 2015 to November 12, 2019)				
Payment Date	Entity	Wire/Check No.	Account No.	Amount
2/25/2016	DPC New York, Inc.	25495	PB x1794	\$6,000.56
4/25/2016	DPC New York, Inc.	25793	PB x1794	\$6,432.68
5/27/2016	DPC New York, Inc.	25981	PB x1794	\$4,381.57
6/24/2016	DPC New York, Inc.	26146	PB x1794	\$5,658.02
7/22/2016	DPC New York, Inc.	26321	PB x1794	\$4,275.56
8/25/2016	DPC New York, Inc.	26529	PB x1794	\$3,511.12
9/16/2016	DPC New York, Inc.	26658	PB x1794	\$3,071.71
11/22/2016	DPC New York, Inc.	26993	PB x1794	\$6,829.34
2/27/2017	DPC New York, Inc.	27904	PB x1794	\$1,000.00
3/16/2017	DPC New York, Inc.	27978	PB x1794	\$5,000.00
4/25/2017	DPC New York, Inc.	27152	PB x1794	\$8,535.25
5/25/2017	DPC New York, Inc.	27284	PB x1794	\$3,963.51
7/25/2017	DPC New York, Inc.	28213	PB x1794	\$6,000.00
8/28/2017	DPC New York, Inc.	28344	PB x1794	\$1,000.00
8/28/2017	DPC New York, Inc.	28345	PB x1794	\$419.27
9/25/2017	DPC New York, Inc.	28560	PB x1794	\$2,000.00
10/26/2017	DPC New York, Inc.	28830	PB x1794	\$269.00
11/16/2017	DPC New York, Inc.	28943	PB x1794	\$3,000.00
12/28/2017	DPC New York, Inc.	29251	PB x1794	\$2,000.00
1/24/2018	DPC New York, Inc.	29413	PB x1794	\$2,454.46
2/15/2018	DPC New York, Inc.	29513	PB x1794	\$2,500.00
3/12/2018	DPC New York, Inc.	Wire Transfer	PB x1794	\$101,399.96
3/26/2018	DPC New York, Inc.	29756	PB x1794	\$2,500.00
4/26/2018	DPC New York, Inc.	29916	PB x1794	\$5,000.00
5/24/2018	DPC New York, Inc.	30066	PB x1794	\$5,000.00
6/25/2018	DPC New York, Inc.	30205	PB x1794	\$3,000.00
7/27/2018	DPC New York, Inc.	30348	PB x1794	\$2,000.00
8/28/2018	DPC New York, Inc.	30519	PB x1794	\$2,000.00
9/5/2018	DPC New York, Inc.	30533	PB x1794	\$3,093.40
9/27/2018	DPC New York, Inc.	30689	PB x1794	\$3,093.40
10/25/2018	DPC New York, Inc.	30855	PB x1794	\$2,000.00
11/13/2018	DPC New York, Inc.	30933	PB x1794	\$5,000.00
12/20/2018	DPC New York, Inc.	40230	PB x1794	\$5,000.00
1/9/2019	DPC New York, Inc.	40238	PB x1794	\$3,500.00
2/28/2019	DPC New York, Inc.	40459	PB x1794	\$3,000.00
3/18/2019	DPC New York, Inc.	40504	PB x1794	\$1,000.00
4/9/2019	DPC New York, Inc.	40531	PB x1794	\$5,000.00
5/16/2019	DPC New York, Inc.	40536	PB x1794	\$2,500.00
6/13/2019	DPC New York, Inc.	114	JPMC x6308	\$3,000.00
7/24/2019	DPC New York, Inc.	195	JPMC x6308	\$1,000.00
Total:				\$236,388.81